



STRAND THEATRE RENTAL CONTRACT/AGREEMENT

THEATRE MAIN FLOOR

CONTACT INFORMATION (please print)

Renter Name _____ Group/Organization _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

Additional Contact Person _____ Phone _____

EVENT DETAILS

Event Name _____

Date of Event _____ Event Time _____

Access Time (Rental contract time begins) _____

Projected End Time (4 hours or less Access Time) _____

Number of 6-foot Tables _____ Number of Chairs _____

Do you want the Strand Concession Stand to be open to patrons? **YES** **NO**

Questions may be directed to:
Email: progdirector@strandtheatrewv.com
Phone: 304-845-3009



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EVENT FEES AND DETAILS

Rental Fee (4 hours) \$150.00

Additional Time (\$50.00/hour) \$ _____

Movie Technician (required for movie screening) @ \$50.00 \$ _____

Light Technician

REQUIRED One basic stage light set @ \$50.00 \$ _____

Lighting Show Design @ \$100.00 \$ _____

Additional Light Technician Time (\$25.00/hour) \$ _____

Sound Technician @ \$100.00 \$ _____

Additional Sound Technician Time (\$25.00/hour) \$ _____

TOTAL RENTAL FEE \$ _____

NON-REFUNDABLE Hold-Date Deposit = \$75.00 (This is deducted from total due)

Return this contract, along with a \$75.00 Hold-Date check to:

Strand Theatre Preservation Society

811 5th Street

OR Email to progdirector@strandtheatreww.com

Moundsville, WV 26041

Balance Due 15 business days after conclusion of event \$ _____

_____ I have read and agreed to the Facility Use Guidelines

**Initial here and the bottom of each subsequent page.*

IN WITNESS WHEREOF, the parties have caused this Rental Agreement to be executed the day and year written.

Renter's Signature

STPS Representative Signature

Print Name

Date



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FACILITY USE GUIDELINES

PREMISES

The STPS hereby rents to the Renter and Renter accepts in its present condition the facilities and/or equipment, as indicated in this Agreement, at the following address: *811 5th Street, Moundsville, WV 26041.*

RENTAL SPACE AND TIME

The \$150.00 rental fee includes the following:

- Four hours event/set up/tear down (**renter is responsible for set up and tear down of tables, chairs, etc.**)
- Access to the main floor of the theatre. **Main Floor seating capacity is 200**
- Access to the stage

Renter shall assure all subcontractors, participants, etc., are aware of hours of rental. Access to the Strand Theatre shall be only as set forth herein. Renter shall coordinate all access and shall accept all charges incurred should Renter's consultants and/or contractors require additional access. Additional time will need to be pre-approved and will result in extra charges.

SUPERVISION AND BEHAVIOR

The STPS does not provide staff to help supervise events. Renters must bring enough adults so that children are always supervised. Children are not permitted to run through the theatre, stand or climb on the seats, or touch the sound board or projector. For safety reasons, children are not permitted on stage unless given approval by the STPS representative.

HOLD-DATE RENTAL DEPOSIT

Rentals require a non-refundable Hold-Date Rental Deposit of \$75.00 at the time of executing this Contract. This deposit shall be applied to the total Rental Fees due. **The reservation deposit will be retained if your reservation is canceled for any reason.**

STPS REPRESENTATIVE

A STPS Representative must be present and available during all rentals.

FINAL SETTLEMENT OF FEES

Within five (5) business days after Rental and upon STPS inspection of the premises, a final invoice will be prepared for the Renter. The Renter will be responsible for any balances due the STPS, payable in fifteen (15) business days upon the conclusion of the scheduled event.



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USE OF PREMISES

1. The Renter remains liable for all damages to the theatre.
2. The rental space shall be used by the Renter exclusively.
3. Renter shall comply with all the fire, health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities, with respect to the STPS.
4. Pathways to emergency exit doors must always be free and clear. Stairs are to be free and clear of all obstructions. Doorways will not be blocked, or operation and pathway hindered in any way. All front doors must be unlocked.
5. STPS promotional materials, furniture or fixtures shall not be moved or removed or covered in any way without permission of the STPS.
6. Children and minors who are a part of the rental shall always be supervised. STPS does not provide staffed supervision for rentals. Renters must have enough adults on hand to supervise all children present.
7. Renter shall be responsible for all costs incurred for false fire alarms.
8. Paint, tape, glue, nails, screws, or staples are not to be used on walls, windows, floors, and woodwork without the permission of the STPS.
9. **Adjusting curtains and screen is not permitted.** No item shall be taped, stapled or pinned to the curtains or screen.
10. Piano and piano bench are always to be protected and no drinks, food, or any object shall be placed upon them. **Do not use as a table!** Only adults and children who have been trained to play the piano are permitted to do so and only upon STPS express written consent on Rental contract/agreement.
11. Renter will be liable for any and all claims which may arise should Renter provide alcoholic beverages to guest and/or performers. **STPS requires the Renter to secure alcohol-related liability insurance for the duration of the Rental. If serving alcohol, proof of insurance must be submitted with the signed contract.** STPS will not be held liable for any claims arising from alcohol use for any reason. **Alcohol shall not be left in venue unattended. Renter shall follow all laws of the State of West Virginia in relation to serving alcoholic beverages.**
12. ***NO Bring Your Own Bottle!***
13. **All trash must be bagged and placed in the main lobby by the concession stand.**

ALCOHOL RELATED LIABILITY INSURANCE

Renters may obtain alcohol related liability insurance through the company of their choice. K&K Insurance Group, Inc., provides general liability that includes host liquor coverage. If you have any trouble navigating the website or have questions about coverages, premiums, or rates, call 1-877-648-6404. Below are the instructions to quote and pay online:

1. Visit www.eventinsurance-kk.com
2. Click "short term special event"
3. Click "get your quote/buy online" to receive a free quote
4. Once you receive your quote, you can continue to purchase the coverage right on the website. Certificates of insurance will be emailed to you immediately upon purchase.

DANGEROUS MATERIALS

Renter shall not have on or around the Strand Theatre anything that is dangerous, flammable, explosive or has explosive characteristics that might increase the danger of fire, or that might be considered hazardous. No open flame devices are permissible (except for celebration cake candles) under any circumstances. **Smoking is not permitted inside the building or on the premises.**

SURRENDER OF PREMISES

At the expiration of the Rental Agreement, Renter shall quit and surrender the premises in as good state and condition as they were at the commencement of the Rental, including but not limited to chair and table placement. Reasonable use and wear expected.



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INDEPENDENT CONTRACTOR(S) (when applicable)

Renter is acting as an independent contractor and is not the responsibility of the STPS. Renter is responsible for all wages, payroll tax withholdings, worker's compensation coverage and unemployment compensation coverage for other employees or individuals who are part of Renter's group.

MARKETING (when applicable)

The STPS will market Renter's event as deemed appropriate by the STPS. Marketing may be in the form of social media, publicity on the STPS marquee, and/or inclusion on calendars of events. The Renter will provide the STPS with promotional materials such as digitized hi-resolution photographs, program information, posters (if available), and other materials for use in the STPS marketing endeavors. The STPS will have approval rights for all promotional materials created and distributed by Renter in which the STPS log, venue or likeness is represented, prior to printing and distribution. Renter is encouraged to work with the STPS to develop an effective marketing plan that will benefit both.

MERCHANDISING (when applicable)

Renter may sell merchandise. Renter agrees to be responsible for any local and/or state sales tax liability and all licensing and royalties due on Renter's merchandise sold. Additionally, Renter will set up sales table where designated by the STPS. Renter's staffing will adhere to all conditions as set forth in the Agreement.

TICKETING (when applicable)

The STPS has ticketing services through its website for online ticket sales. Online processing fees will be added to the price of each ticket at the buyer's expense. Renter may provide and coordinate pre-sale, in-person or day-of-event admission tickets.

EQUIPMENT

Sound, lighting, projection, tech, and concession equipment owned by the STPS are to be only operated by STPS staff.

GOVERNING LAW

This document serves as the whole of the Rental Contract and supersedes any and all verbal agreements made in the past, now, or in the future. All changes to this Contract must be received in writing (or via email) with acknowledgement from both parties to be valid. Renter may email progdirector@strandtheatrewv.com. The STPS will provide written acknowledgement to the email address provided on this Contract. It is agreed that this Rental Contract shall be governed by, construed, and enforced in accordance with the laws of the State of West Virginia, County of Marshall.